

Greene Co.

PPME #2003 (Roads)

7/1/2005 6/30/2008

AGREEMENT

GREENE COUNTY, IOWA
SECONDARY ROADS DEPARTMENT

AND

PUBLIC PROFESSIONAL & MAINTENANCE EMPLOYEES
LOCAL UNION NO. 2003, IBPAT

July 1, 2005 - June 30, 2008

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AGREEMENT

THIS AGREEMENT entered into this first day of July 2005, by and between GREENE COUNTY, IOWA, SECONDARY ROAD DEPARTMENT, hereinafter referred to as the "Employer", and PUBLIC, PROFESSIONAL & MAINTENANCE EMPLOYEES LOCAL 2003, hereinafter called the "Union", represents the complete final agreement on all bargainable issues between the Employer and the Union throughout this agreement. Whenever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, identified as Senate File 531, which was signed into law on April 23, 1974.

ARTICLE 1

RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative for wages, hours and other terms and conditions of employment permitted by the "Act" for all County Secondary Road Employees including all employees of the Greene County Secondary Road Department with the following job classifications: Shop Foreman, Mechanic I, Mechanic II, Bridge Foreman, Construction Foreman, Maintenance I, Maintenance II, Equipment Operators I, II, & III, as set forth in the Iowa Public Employment Relations Board Order of Certification No. 465 dated March 8, 1976. Excluded are all employees of the Greene County Secondary Roads Department with the following job classifications: County Engineer, Assistant to the Engineer, Office Manager, Survey Party Chief, Instrument Man, Inspector 1, Inspector 2, Rodman, and all other employees excluded by Section 4 of the Act.

ARTICLE 2

MANAGEMENT RIGHTS

By tradition and by law, certain powers, duties and rights are reserved exclusively to management and are not included within the scope of negotiable subjects. The Iowa Public Employment Relations Act reserves for management the right to: direct the work of its public employees; hire, promote, demote, transfer, assign and retain public employees in positions within the public agency; suspend or discharge public employees for proper cause; maintain the efficiency of governmental operations; relieve public employees from duties because of lack of work or for other legitimate reasons; determine and implement methods, means, assignments and personnel by which the public Employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the public Employer; initiate, prepare, certify and administer its budget; exercise all powers and duties granted to the public Employer by law.

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ARTICLE 3

SAVINGS

If any provision of the Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of the Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 4

SENIORITY

Seniority means an employee's length of continuous full-time service with the Employer since their last date of hire. Seniority shall be administered on a bargaining unit wide basis.

A new employee shall serve a probationary period of (90) ninety days. Upon satisfactory completion of the probationary period, the employee will be placed on the seniority list and his/her seniority will be determined from their date of employment. Probationary employees may be terminated, demoted or laid off for any reason during their probationary period without recourse to the grievance procedure. Probationary employees shall not be entitled to any other benefits as defined in this Article. The Union shall be furnished with a seniority list of all employees covered by this Agreement within 30 days of its effective date.

As long as an individual is employed by the Employer, either in or out of the bargaining unit, his/her seniority continues to accumulate. The seniority list shall be revised to reflect the employee's status each year.

The Employer shall have sole discretion to fill a vacancy or vacancies. When more than one (1) employee is being considered to fill a vacancy with equal qualifications, seniority shall rule. The Employer shall post notice of all vacancies and minimum qualifications of an applicant in a designated place for a period of five (5) working days before a vacancy or newly created job classification in the bargaining unit will be filled by hire or promotion. The most senior bargaining unit employee who meets the minimum qualifications shall be given a 30-day trial period with training. If the Employer determines during the 30-day trial period that the employee is unsuitable for the new job, the Employer shall reassign the employee to the employee's previous job. Qualified applicants outside the unit may be considered by the Employer when no present employees meet the minimum qualifications. Successful applicants must live within the assigned territory or be willing to relocate to the assigned territory.

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An employee who is transferred to performance of skill duties of higher classification (trial period) for purposes of determining his capabilities and capacity to learn new assignments shall not be reclassified or paid at the higher level until his fitness is confirmed. However, in no case shall the trial period extend beyond 12 consecutive working days (or 18 working day total in the case of more than one trial). If at any time during or at the end of an advancement trial period an employee elects to remove himself as a candidate for the higher classification, he shall be continued in his existing classification.

An employee who is worked at a higher classification more than two (2) days of any pay period shall be paid at the higher rate for all such work done at the higher classification, except that this provision does not apply to trial periods for purposes of advancement.

ARTICLE 5

LAYOFF

When the working force is to be reduced employees will be laid off in the following order:

(1) probationary (2) full-time. The employee with the least bargaining unit seniority in the classification affected shall be the first removed. The employee removed can then replace the employee with the least bargaining unit seniority in an equal or lower-rated classification provided the employee is qualified. No permanent full-time employee shall be laid off in any classification until all temporary, probationary, and part-time employees in the classification have been removed. Probationary employees have no recall rights.

Upon recall from layoff , employees will be returned to work in reverse order from which ther were laid off. Employees to be recalled shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the Employer's records.

Employees affected by layoff shall remain on a recall list for a period of one (1) year from the date of layoff.

ARTICLE 6

HOURS OF WORK AND OVERTIME

Section 1 - Hours:

The normal work week shall consist of forty (40) hours per week, Monday through Friday. The work day shall ordinarily be eight (8) consecutive hours, 7:00 a.m. to 3:30 p.m. Work schedules may be altered by the County Engineer as required to deal with changed circumstances such as roadway frost, snow, ice, flooding, safety requirements, etc. Employees called in before the normal 7:00 a.m. starting time shall be allowed to work to the end of their normal workday (3:30 p.m.).

Section 2 - Breaktime:

All employees shall be permitted one (1) fifteen (15) minute break with pay during every four (4) hour work period. All employees shall receive a thirty (30) minute unpaid lunch period as close to the middle of the workday as possible.

Section 3 - Overtime:

Overtime shall be paid for at the rate of time and one-half (1 1/2) the employee's straight-time hourly rate for hours worked in excess of forty (40) hours in any work week. Work performed on Saturday or Sunday will be paid for at the rate of time and one-half (1 1/2) the employee's straight-time hourly rate. All paid leave shall be counted as time worked for the purpose of computing overtime.

Section 4 - Compensatory Time:

In lieu of overtime pay, at the election of the employee, compensatory time may be substituted for overtime pay. Compensatory time shall be calculated at one and one-half (1 1/2) hours for each one (1) hour in excess of forty (40) hours per week.

Employees shall be permitted to accumulate one hundred and fifty (150) hours of compensatory time off. The scheduling of such compensatory time off shall be by mutual agreement between the employee and the County Engineer. On September 30 of each year employees will have the option of carrying over up to one hundred (100) hours of compensatory time. Any compensatory time over one hundred (100) hours and any portion of the carryover amount that the employee would like to be paid for, will be paid for in the October payroll.

Section 5 - Call Back:

An employee who is called back to work outside of his regularly scheduled workday shall be provided a minimum of at least one (1) hour of work paid at the rate of one and one-half (1 1/2) times the employee's regular hourly rate.

ARTICLE 7

LEAVES OF ABSENCE

Section 1 -Sick Leave Accumulation:

Sick leave shall be accumulated at the rate of two (2) days per month of employment and shall be accumulated to a maximum of ninety (90) days. However, no paid sick leave shall be allowed during the probationary period.

Section 2 -Sick Leave Verification:

When absences due to illness are necessitated the employee shall notify the County Engineer or the employee's immediate supervisor prior to the beginning of his/her scheduled reporting time. Sick Leave use of more than two (2) consecutive days of illness may require a physicians certificate if asked for within said two (2) day period. The Board of Supervisors may request an examination, designate the physician and pay for same.

Section 3 -Sick Leave Conversion:

An employee who has accumulated a maximum of ninety (90) days sick leave shall be allowed to convert additional accumulated sick leave to vacation time under the following circumstances. Conversion shall be at the rate of four (4) hours vacation time for sixteen (16) hours of sick leave, provided that no sick leave has been taken for the month of accumulation. Such converted vacation time shall be used within sixty (60) days following the accumulation and conversion. Vacation time taken pursuant to the conversion privilege shall be requested at least one (1) week prior to use. An employee with eight (8) hours of accumulated and converted additional vacation time may use it by taking one (1) full day of vacation time at his/her election or in smaller intervals if he/she chooses, the exact time to be with the approval of the County Engineer. Any conversion time taken must be used in minimums of one-half (1/2) day increments.

Section 4 - Worker's Compensation:

An employee off work due to an injury or illness covered by Worker's Compensation payments shall be paid sick leave until the accumulated sick leave has expired. The employee shall endorse and forward any Worker's Compensation warrants or payments over to the Employer. Upon receipt of said Worker's Compensation warrant(s) or payment(s) the Employer shall reinstate the employee's sick leave to the extent of the equivalent hourly rate of said warrant(s) or payment(s).

Section 5 - Leave Without Pay:

Upon written request by the employee, prior to the employee exhausting his sick leave and vacation leave, leave without pay may be granted by the Employer in writing. An employee granted leave without pay shall not accrue any vacation, sick leave or other benefits.

Section 6 - Military Leave:

All probationary and permanent employees shall be granted up to a maximum of thirty (30) days annual leave with pay or as required by military order per the Code of Iowa.

Section 7 - Jury Duty:

All permanent employees shall be granted time off with pay for serving on jury duty. Employees shall be granted this time off only for that part of the workday required by the jury duty. An employee released from jury duty before 11:00a.m. shall report to work by 1:00 p.m. of the same day and an employee released from duty after 11:00 a.m. shall report to work the following morning. Any jury duty pay less mileage received by an employee shall be forwarded to the County Engineer, to be deposited in the Secondary Road Fund.

Section 8 - Funeral Leave:

All permanent employees will be allowed time off with pay in accordance with the following schedule: up to three (3) days per occurrence for arrangement and attending the funeral of a spouse, parent, child, brother, sister, and step-child of the employee. Up to one (1) day per occurrence for arrangement and attending the funeral of a son-in-law, daughter-in-law, father-in-law, mother-in-law, grandparents, grandchildren, brother-in-law, sister-in-law, aunt or uncle of the employee. Up to one (1) day per occurrence for funeral leave as a pallbearer and up to one (1) day for present employees of the Employer. Any additional time needed for travel to and from funeral locations or other circumstances that may require additional time may be extended with prior approval of the County Engineer.

Section 9 -Retirement

Upon retirement, employees will be paid for unused sick leave at a rate of ten dollars (\$10) per day, up to a maximum of \$900. In the event of death, the estate of such employee will receive all earned pay plus vacation time accumulated.

ARTICLE 8

HOLIDAYS

All full time employees shall be eligible for eight (8) hours holiday pay for each observed holiday. When a holiday falls on a Saturday the preceding Friday shall be granted. When a holiday falls on a Sunday the following Monday shall be granted. Holidays observed by eligible employees are as follows:

New Year's Day	Labor Day
Washington's Birthday	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
Two (2) days at Christmas as designated by the Board of Supervisors.	

In order to be eligible for holiday pay the employee must work the last work day prior to and the first work day after the observed holiday, unless the employee is on an approved leave.

ARTICLE 9

VACATION

Subject to and in accordance with the provisions of this Article, paid vacations will be granted to employees pursuant to the following schedule:

A. An employee in the continuous service of the County for up to one (1) year shall accrue vacation time at the rate of four (4) hours of vacation for each month of service. However, no paid vacation shall be allowed during the first ninety (90) days of employment. However, this provision shall be void if the employee works twelve (12) full months. For purposes of illustration: if the employee terminates after six (6) months of employment he shall be entitled to twelve (12) hours of vacation time; four (4) months, four (4) hours; eight (8) months, twenty (20) hours, etc.

B. An employee in the continuous service of the County for more than one (1) year but less than nine (9) years shall accrue vacation time at the rate of eight (8) hours vacation for each month of work.

C. An employee in the continuous service of the County for more than eight (8) years but less than sixteen (16) years shall accrue vacation time at the rate of ten (10) hours of vacation for each month of work.

D. An employee in the continuous service of the County for more than fifteen (15) years shall accrue vacation time at the rate of thirteen and one-third (13.33) hours of vacation for each month of work.

Due to the frequency and surprise with which wintertime emergencies arise, it is necessary to discourage any doubling up (more than one (1) or two (2) off) of wintertime vacationers. An employee's request for more than one (1) vacation day should be submitted and approved at least seven (7) days in advance of time requested. Vacations will, so far as possible, be granted at times requested by eligible employees, provided however, that the final right to allot vacation periods or alter such allotments is reserved exclusively to the County.

An employee may accumulate and carry forward from year to year, a maximum vacation time of one hundred sixty-eight (168) hours (21 days). Any accumulation of more than one hundred sixty-eight (168) hours (21 days) shall be used during the year earned or shall be paid to the employee.

An employee may use vacation time only after it is accrued and may use only up to the amount of the accrual. Vacation accrual accumulations shall be computed as of the anniversary of the most recent date of hire.

Vacation pay shall be computed at the employee's wage rate at the time the vacation is taken. Vacation may be taken in hourly increments as approved by the County Engineer.

If any employee should terminate employment with the County, the employee shall be paid for unused credited vacation at the rate of pay in effect at the time of termination.

ARTICLE 10

SAFETY RULES AND WORKING CONDITIONS

The employer shall make reasonable provision for the safety and health of its employees during their hours of employment, and to furnish safety equipment the employees are required to use or wear, except equipment replaced due to abuse or loss by the employee, which shall be at the cost of the employee.

In case of injury due to work or incurred while working, all such injuries must be reported to the Engineer's office on the same day the injury is sustained.

A Safety Committee will be responsible for meeting quarterly to evaluate department safety, make plans and recommendations and counsel as necessary concerning the effective administration of the safety program. The Safety Committee will consist of four (4) people with two (2) from the Employer and two (2) from the unit represented.

ARTICLE 11

BULLETIN BOARDS

The Union shall be permitted to post official Union notices on bulletin boards in County shops. Said Union notice(s) must be signed by the Union representative of local Union No. 2003 or designated steward in the unit.

ARTICLE 12

GRIEVANCE PROCEDURE

Any dispute which may arise between the Employer and an employee regarding a violation, application or interpretation of an expressed provision of this Agreement shall be adjusted in accordance with the following procedure:

SECTION 1 - Time Limits. If a grievance is not presented within the time limits set herein, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the grievant may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement between the Employer and grievant. More than one grievance may be heard by the same arbitrator only by mutual written agreement of the parties

SECTION 2: Step One. Consistent with the intent of the parties that a grievance should be resolved at the lowest supervisory level, a grievance shall first be taken up by the grievant at the Department Head level, normally with the County Engineer. The grievance shall be discussed orally, but the grievant shall cite the provision(s) of this Agreement allegedly violated. Step One must be taken within five (5) working days of the incident complained of. The Department Head shall have five (5) working days to investigate the grievance and respond to it.

SECTION 3: Step Two. If the disposition of the grievance in Step One is not satisfactory to the grievant he shall make written report on a copy of the Grievance Form attached to this Agreement and submit it to the Board of Supervisors within five (5) working days after the response from the Department Head. The Board of Supervisors shall schedule a conference with the grievant and the immediate supervisor within ten (10) working days of receipt of the complaint. Following the aforesaid conference the Board of Supervisors shall investigate the grievance and respond to it in writing within five (5) working days.

SECTION 5: Preamble, Agreement, Article 1 (Recognition) and Article 2 (Management's Rights) are not subject to the grievance procedure.

ARTICLE 13

AUTHORITY OF ARBITRATOR

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him or her in writing by the Employer and the employee or Union and shall have no authority to make his or her decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modify or vary in any way the application of law, rules or regulations having the force and effect of law. The arbitrator shall submit in writing his or her decision within twenty (20) days following the closing of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The arbitrator's decision shall be based solely upon his or her interpretation of the meaning or application of the facts of the grievance presented.

The arbitrator shall not order back pay in any case for a period of more than thirty (30) working days prior to the date the grievance was initiated. All awards of back pay shall be limited to the amount of wages the employee(s) would have earned from his or her employment with the employer but not in excess of the period above defined, less any other compensation for personal services that he or she has received from any source during the period.

No decision of an arbitrator or of the Employer in any grievance case shall create the basis for retroactive adjustment, or other adjustment in any other case. No arbitrator shall decide more than one grievance on the same hearing or series of hearings except by mutual agreement between the parties.

The fees and expenses of the arbitrator will be paid equally by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts.

All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

ARTICLE 14

INSURANCE

The County's present group health and major medical insurance policy shall remain in effect for the life of this Agreement. However, the County may change insurance carriers without the consent of the Union so long as equivalent coverage is maintained. The County shall pay 100% of the policy premium for single person coverage and 85% of the policy premium for family coverage. Employee out-of-pocket deductibles are set at \$200/single and \$400/family. The employee cost per prescription is \$10.00.

The County shall pay the policy premium for single and family coverage of the Delta Dental plan. The County may change insurance carriers to a carrier approved by the Iowa Insurance Commission without the consent of the Union so long as the benefits and coverage provided are equal to or in excess of those benefits and coverage provided prior to the change of companies.

The County shall pay the policy premium for \$10,000.00 group term life insurance for each employee and \$2,500.00 group term life insurance on each employee's spouse and dependent child. However, such coverage is \$100 on dependent children from age fourteen (14) days to six (6) months and \$2,500 from age six (6) months to nineteen (19) years (25 years if a full-time student).

ARTICLE 15

MILEAGE REIMBURSEMENT

In the event there is no County vehicle available and the employee is required to use their personal vehicle in the performance of their duties, they shall be reimbursed mileage at the rate of twenty-nine cents (\$0.29) per mile.

ARTICLE 16

DUES CHECKOFF AND INDEMNIFICATION

Upon receipt of a lawfully executed written authorization from an employee, which may be revoked in writing at any time by giving thirty (30) days written notice, the County agrees to deduct the regular monthly Union dues from the paycheck of each employee every month and remit such deduction by the fifteenth (15th) day of the succeeding month to the business address of the Union with an accompanying list of employees from whom payroll deductions were made. Each year, the Union will notify the County in writing of the exact amount of such regular monthly membership dues to be deducted. The County shall require a minimum of fifteen (15) days and a maximum of thirty (30) days from the receipt of the written authorization before the first deduction can be made.

The Union agrees to indemnify and hold the County harmless against any and all claims, suits, orders, or judgements brought or issued against the County as a result of any action taken or not taken by the County under the provisions of this dues checkoff clause.

ARTICLE 17

WAGE RATES

Reference is made to Exhibit A, Job Classifications and Pay Schedules, which are a part of this Agreement.

ARTICLE 18

LONGEVITY

Employees shall receive in addition to their regular straight time hourly wage rates, additional compensation for years of continuous service with the County pursuant to the following schedule:

After the 1st year of service	\$ 10.00 per month	(Starting 2nd year)
After the 2nd year of service	\$ 20.00 per month	(Starting 3rd year)
After the 3rd year of service	\$ 30.00 per month	(Starting 4th year)
After the 4th year of service	\$ 40.00 per month	(Starting 5th year)
The 6th - 10th year of service	\$ 50.00 per month	
The 11th - 15th year of service	\$ 60.00 per month	
The 16th - 20th year of service	\$ 70.00 per month	
The 21st - 25th year of service	\$ 80.00 per month	
The 26th - 30th year of service	\$ 90.00 per month	
After 30 years of service	\$100.00 per month	

Longevity rates shall be adjusted on the employees yearly anniversary date of employment.

ARTICLE 19

AGREEMENT PROVISION

Entire Agreement and Waiver: This Agreement supersedes and cancels all previous Agreements and practices between the County and Union, unless expressly stated to the contrary herein, and together with the concurrent Letters of Understanding, supplemental hereto, constitutes the entire agreement between the parties and concludes collective bargaining for its term, except as provided herein.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right to and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

ARTICLE 20

DURATION

This agreement shall become effective July 1, 2005 and shall remain in full force and effect until June 30, 2008. This Agreement shall be renewed year to year thereafter unless either party gives notice in writing of a desired change no later than September 15th of the year immediately prior to the expiration date of this Agreement.

Signature: In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 1st day of Nov., 2004.

EMPLOYER

By William D. Pany
Title Chair - Board of Supervisors

UNION REPRESENTATIVES

Franklin
George Erickson
Henry Schmidt

EXHIBIT A

<u>JOB CLASSIFICATIONS AND PAY SCHEDULE</u>	
<u>Job Classification</u>	<u>Wage Rates - July 1, 2004</u>
Shop Foreman	\$15.34
Bridge Foreman	\$15.34
Construction Foreman	\$14.93
Maintenance II	\$14.60
Maintenance I	\$13.82
Equipment III	\$14.14
Equipment II	\$14.06
Equipment I	\$13.82
Mechanic II	\$14.23
Mechanic I	\$13.82

Starting rate for newly hired employees will be fifty cents (\$.50) per hour less than the applicable rate for the job classification while the employee is within the probationary period set forth by this contract.

Effective July 1, 2005 a cost of living adjustment shall be made using the previous year's Consumer Price Index (CPI) for all urban consumers from December to December of the previous year. The schedule for wage rate adjustments shall be as follows:

<u>CPI INCREASE OF:</u>	<u>YIELDS WAGE RATE INCREASE* OF:</u>
Less than 0% to 3%	3%
3.1% to 4%	100% of the CPI
4.1% to 8%	4.1% plus 1/2 the increase from 4.1% of the CPI to 6%
8.1% and above	6%

*Note: The hourly rate increase for each job classification will be calculated using the Equipment III classification wage rate.